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13 Attorneys for Plaintiff
14 UNITED STATES OF AMERICA

15 UNITED STATES DISTRICT COURT

16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA,

18 No. CR 2:25-CR-00135-MWF

19 Plaintiff,

20 PLEA AGREEMENT FOR DEFENDANT
21 TIGRAN SARGSYAN

22 v.

23 TIGRAN SARGSYAN,

24 Defendant.

25 1. This constitutes the plea agreement between Tigran
26 Sargsyan ("defendant") and the United States Attorney's Office for
27 the Central District of California (the "USAO") related to the
28 investigation into defendant's scheme to fraudulently obtain
unemployment insurance benefits, described in the factual basis
section below. This agreement is limited to the USAO and cannot bind
any other federal, state, local, or foreign prosecuting,
enforcement, administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. Give up the right to indictment by a grand jury and,
32 at the earliest opportunity requested by the USAO and provided by
33 the Court, appear and plead guilty to a single-count information in

1 the form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant with conspiracy to commit bank
3 fraud, in violation of 18 U.S.C. § 1349.

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing
6 contained in this agreement.

7 d. Appear for all court appearances, surrender as
8 ordered for service of sentence, obey all conditions of any bond,
9 and obey any other ongoing court order in this matter.

10 e. Not commit any crime. However, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
13 not within the scope of this agreement.

14 f. Be truthful at all times with the United States
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before
17 the time of sentencing unless defendant has demonstrated a lack of
18 ability to pay such assessment.

19 h. Defendant agrees that any and all criminal debt
20 ordered by the Court will be due in full and immediately. The
21 government is not precluded from pursuing, in excess of any payment
22 schedule set by the Court, any and all available remedies by which
23 to satisfy defendant's payment of the full financial obligation,
24 including referral to the Treasury Offset Program.

25 i. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of a
27 guilty plea, deliver the signed and dated statement, along with all
28 of the documents requested therein, to the USAO by either email at

1 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
2 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
3 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
4 criminal debt shall be assessed based on the completed Financial
5 Disclosure Statement and all required supporting documents, as well
6 as other relevant information relating to ability to pay.

7 j. Authorize the USAO to obtain a credit report upon
8 returning a signed copy of this plea agreement.

9 k. Consent to the USAO inspecting and copying all of
10 defendant's financial documents and financial information held by
11 the United States Probation and Pretrial Services Office.

12 3. Defendant further agrees:

13 a. To forfeit all right, title, and interest in and to
14 any and all monies, properties, and/or assets of any kind, derived
15 from or acquired as a result of, or used to facilitate the
16 commission of, or involved in the illegal activity to which
17 defendant is pleading guilty.

18 b. To the Court's entry of an order of forfeiture at or
19 before sentencing with respect to the Forfeitable Property and to
20 the forfeiture of the assets.

21 c. That the Preliminary Order of Forfeiture shall become
22 final as to the defendant upon entry.

23 d. To take whatever steps are necessary to pass to the
24 United States clear title to the Forfeitable Property, including,
25 without limitation, the execution of a consent decree of forfeiture
26 and the completing of any other legal documents required for the
27 transfer of title to the United States.

28

1 e. Not to contest any administrative forfeiture
2 proceedings or civil judicial proceedings commenced against the
3 Forfeitable Property. If defendant submitted a claim and/or petition
4 for remission for all or part of the Forfeitable Property on behalf
5 of himself or any other individual or entity, defendant shall and
6 hereby does withdraw any such claims or petitions, and further
7 agrees to waive any right he may have to seek remission or
8 mitigation of the forfeiture of the Forfeitable Property. Defendant
9 further waives any and all notice requirements of 18 U.S.C.
10 § 983(a)(1)(A).

11 f. Not to assist any other individual in any effort
12 falsely to contest the forfeiture of the Forfeitable Property.

13 g. Not to claim that reasonable cause to seize the
14 Forfeitable Property was lacking.

15 h. To prevent the transfer, sale, destruction, or loss
16 of the Forfeitable Property to the extent defendant has the ability
17 to do so.

18 i. That forfeiture of Forfeitable Property shall not be
19 counted toward satisfaction of any special assessment, fine,
20 restitution, costs, or other penalty the Court may impose, except
21 that the Attorney General or its designee, the Money Laundering and
22 Asset Recovery Section of the Department of Justice, may, in its
23 sole discretion, approve a restoration petition to have the
24 Forfeitable Property applied to the restitution award.

25 j. With respect to any criminal forfeiture ordered as a
26 result of this plea agreement, defendant waives: (1) the
27 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
28 regarding notice of the forfeiture in the charging instrument,

1 announcements of the forfeiture at sentencing, and incorporation of
2 the forfeiture in the judgment; (2) all constitutional and statutory
3 challenges to the forfeiture (including by direct appeal, habeas
4 corpus or any other means); and (3) all constitutional, legal, and
5 equitable defenses to the forfeiture of the Forfeitable Property in
6 any proceeding on any grounds including, without limitation, that
7 the forfeiture constitutes an excessive fine or punishment.

8 Defendant acknowledges that the forfeiture of the Forfeitable
9 Property is part of the sentence that may be imposed in this case
10 and waives any failure by the Court to advise defendant of this,
11 pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the
12 time the Court accepts defendant's guilty plea.

13 THE USAO'S OBLIGATIONS

14 4. The USAO agrees to:

15 a. Not contest facts agreed to in this agreement.

16 b. Abide by all agreements regarding sentencing
17 contained in this agreement.

18 c. Recommend that defendant be sentenced to a term of
19 imprisonment no higher than the low end of the applicable Sentencing
20 Guidelines range, provided that the Court does not depart downward
21 in offense level or criminal history category.

22 d. At the time of sentencing, provided that defendant
23 demonstrates an acceptance of responsibility for the offense up to
24 and including the time of sentencing, recommend a two-level
25 reduction in the applicable Sentencing Guidelines offense level,
26 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move
27 for an additional one-level reduction if available under that
28 section.

1 e. Except for criminal tax violations (including
2 conspiracy to commit such violations chargeable under 18 U.S.C.
3 § 371), not further criminally prosecute defendant for violations of
4 18 U.S.C. §§ 1001, 1014, 1028, 1028A, 1029, 1341, 1343, 1344, 1956,
5 or 1957 arising out of defendant's conduct described in the agreed-
6 to factual basis set forth in this agreement. Defendant understands
7 that the USAO is free to criminally prosecute defendant for any
8 other unlawful past conduct or any unlawful conduct that occurs
9 after the date of this agreement. Defendant agrees that at the time
10 of sentencing the Court may consider the uncharged conduct in
11 determining the applicable Sentencing Guidelines range, the
12 propriety and extent of any departure from that range, and the
13 sentence to be imposed after consideration of the Sentencing
14 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

15 NATURE OF THE OFFENSE

16 5. Defendant understands that for defendant to be guilty of
17 the crime charged in the single-count information, that is,
18 conspiracy to commit bank fraud, in violation of 18 U.S.C. § 1349,
19 the following must be true: First, there was an agreement between
20 two or more persons to commit bank fraud, in violation of 18 U.S.C.
21 § 1344. Second, the defendant became a member of the conspiracy
22 knowing of its object and intending to help accomplish it.

23 6. Defendant understands that the object of the conspiracy
24 charged in the single-count information, that is, bank fraud, in
25 violation of 18 U.S.C. 1344(2), has the following elements: First,
26 defendant knowingly devised a plan or scheme to obtain money or
27 property from the financial institution specified in the indictment
28 by false promises or statements. Second, the promises or statements

were material, that is, they had a natural tendency to influence, or
were capable of influencing, a financial institution to part with
money or property. Third, defendant acted with the intent to
defraud. Fourth, the financial institution was federally chartered
or insured. A defendant's belief that the victims of the fraud will
be paid in the future or will sustain no economic loss is no defense
to the crime.

PENALTIES AND RESTITUTION

9 7. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of 18 U.S.C. § 1349 is: 30
11 years' imprisonment; a five-year period of supervised release; a
12 fine of \$1,000,000 or twice the gross gain or gross loss resulting
13 from the offense, whichever is greatest; and a mandatory special
14 assessment of \$100.

15 8. Defendant understands that defendant will be required to
16 pay full restitution to the victims of the offenses to which
17 defendant is pleading guilty. Defendant agrees that, in return for
18 the USAO's compliance with its obligations under this agreement, the
19 Court may order restitution to persons other than the victims of the
20 offense to which defendant is pleading guilty and in amounts greater
21 than those alleged in the count to which defendant is pleading
22 guilty. In particular, defendant agrees that the Court may order
23 restitution to any victim of any of the following for any losses
24 suffered by that victim as a result: (a) any relevant conduct, as
25 defined in U.S.S.G. § 1B1.3, in connection with the offense to which
26 defendant is pleading guilty; and (b) any counts dismissed and
27 charges not prosecuted pursuant to this agreement as well as all
28 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with

1 those counts and charges. The parties currently believe that the
2 applicable amount of restitution is approximately **\$353,960**, but
3 recognize and agree that this amount could change based on facts
4 that come to the attention of the parties prior to sentencing.

5 9. Defendant understands that supervised release is a period
6 of time following imprisonment during which defendant will be
7 subject to various restrictions and requirements. Defendant
8 understands that if defendant violates one or more of the conditions
9 of any supervised release imposed, defendant may be returned to
10 prison for all or part of the term of supervised release authorized
11 by statute for the offense that resulted in the term of supervised
12 release, which could result in defendant serving a total term of
13 imprisonment greater than the statutory maximum stated above.

14 10. Defendant understands that, by pleading guilty, defendant
15 may be giving up valuable government benefits and valuable civic
16 rights, such as the right to vote, the right to possess a firearm,
17 the right to hold office, and the right to serve on a jury.
18 Defendant understands that he is pleading guilty to a felony offense
19 and that it is a federal crime for a convicted felon to possess a
20 firearm or ammunition. Defendant understands that the convictions in
21 this case may also subject defendant to various other collateral
22 consequences, including but not limited to revocation of probation,
23 parole, or supervised release in another case and suspension or
24 revocation of a professional license. Defendant understands that
25 unanticipated collateral consequences will not serve as grounds to
26 withdraw defendant's guilty plea.

27 11. Defendant and his counsel have discussed the fact that,
28 and defendant understands that, if defendant is not a United States

1 citizen, the conviction in this case makes it practically inevitable
2 and a virtual certainty that defendant will be removed or deported
3 from the United States. Defendant may also be denied United States
4 citizenship and admission to the United States in the future.
5 Defendant understands that while there may be arguments that
6 defendant can raise in immigration proceedings to avoid or delay
7 removal, removal is presumptively mandatory and a virtual certainty
8 in this case. Defendant further understands that removal and
9 immigration consequences are the subject of a separate proceeding
10 and that no one, including his attorney or the Court, can predict to
11 an absolute certainty the effect of his convictions on his
12 immigration status. Defendant nevertheless affirms that he wants to
13 plead guilty regardless of any immigration consequences that his
14 plea may entail, even if the consequence is automatic removal from
15 the United States.

FACTUAL BASIS

17 12. Defendant admits that defendant is, in fact, guilty of the
18 offense to which defendant is agreeing to plead guilty. Defendant
19 and the USAO agree to the statement of facts provided below and
20 agree that this statement of facts is sufficient to support the plea
21 of guilty to the charge described in this agreement and to establish
22 the Sentencing Guidelines factors set forth in paragraph 14 below,
23 but is not meant to be a complete recitation of all facts relevant
24 to the underlying criminal conduct or all facts known to either
25 party that relate to that conduct.

Beginning no later than July 17, 2020, and continuing until at least March 2021, in Los Angeles and Riverside Counties, within the Central District of California, defendant and Robert Aslanyan

1 conspired with one another to commit bank fraud, in violation of 18
2 U.S.C. § 1344(2).

3 During that same time, in Los Angeles and Riverside Counties,
4 defendant, together with Aslanyan and others, knowingly and with
5 intent to defraud, devised, participated in, and executed a scheme
6 to obtain moneys, funds, credits, assets, and other property owned
7 by and in the custody and control of federally-insured financial
8 institutions, including Bank of America, by means of material false
9 and fraudulent pretenses, representations, and promises, and the
10 concealment of material facts. Specifically, on or about July 17,
11 2020, in Los Angeles County, defendant used a California Employment
12 Development Department ("EDD") debit card ending in 5625, issued in
13 the name of S.S., to fraudulently withdraw \$1,000 from a Bank of
14 America Automated Teller Machine ("ATM") in Beverly Hills,
15 California.

16 To carry out the conspiracy and scheme to defraud, defendant
17 and Aslanyan acquired debit cards that were issued to identity theft
18 victims, including identity theft victims who did not know defendant
19 or Aslanyan (the "identity theft victims"). Defendant and Aslanyan
20 then fraudulently assumed the identities of the identity theft
21 victims to make cash withdrawals (the "fraudulent cash withdrawals")
22 from ATMs in Los Angeles and Riverside Counties, including at ATMs
23 that Bank of America operated.

24 In making the fraudulent cash withdrawals, defendant and
25 Aslanyan falsely represented to Bank of America that they were the
26 identity theft victims and had authority to withdraw money from Bank
27 of America using the debit cards issued to the identity theft
28 victims. The debit cards defendant and Aslanyan used to make the

1 fraudulent cash withdrawals were, in fact, EDD cards that were
2 loaded with unemployment insurance ("UI") benefits that had been
3 fraudulently obtained in the names of the identity theft victims.

4 For instance, in furtherance of the conspiracy, and to
5 accomplish its objects, defendant and Aslanyan committed the
6 following overt acts, among others:

- 7 • On July 17, 2020, defendant, using an EDD debit card ending in
8 5625, issued in the name of victim S.S., withdrew \$1,000 from a
Bank of America ATM in Beverly Hills, California.
- 9 • On September 10, 2020, defendant, using an EDD debit card
10 ending in 2681, issued in the name of victim E.A.M., withdrew
\$1,000 from a Bank of America ATM in Rancho Mirage, California.
- 11 • On September 20, 2020, defendant, using an EDD debit card
12 ending in 9218, issued in the name of victim J.F., withdrew
\$1,000 from a Bank of America ATM in West Hollywood,
California.
- 13 • On November 15, 2020, defendant, using an EDD debit card ending
14 in 0824, issued in the name of victim B.B., withdrew \$1,000
from a Bank of America ATM in West Hollywood, California.
- 15 • On November 16, 2020, defendant, using an EDD debit card ending
16 in 0712, issued in the name of victim L.G., withdrew \$1,000
from a Bank of America ATM in Canoga Park, California.
- 17 • On November 22, 2020, defendant, using an EDD debit card ending
18 in 3596, issued in the name of victim M.M., withdrew \$1,000
from a Bank of America ATM in Reseda, California.
- 19 • On February 22, 2021, defendant, using an EDD debit card ending
20 in 2675, issued in the name of victim M.Su., withdrew \$1,000
from a Bank of America ATM in Palm Desert, California.

21 In total, defendant conspired with Aslanyan to make and caused
22 to be made fraudulent withdrawals from at least 34 EDD debit cards
23 that were loaded with fraudulently obtained UI benefits. With the
24 specific intent to defraud Bank of America, defendant made, caused,
25

1 and participated in withdrawals of \$353,960 from those 34 EDD debit
2 cards.

3 SENTENCING FACTORS

4 13. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable
6 Sentencing Guidelines range and to consider that range, possible
7 departures under the Sentencing Guidelines, and the other sentencing
8 factors set forth in 18 U.S.C. § 3553(a). Defendant understands that
9 the Sentencing Guidelines are advisory only, that defendant cannot
10 have any expectation of receiving a sentence within the calculated
11 Sentencing Guidelines range, and that after considering the
12 Sentencing Guidelines and the other § 3553(a) factors, the Court
13 will be free to exercise its discretion to impose any sentence it
14 finds appropriate up to the maximum set by statute for the crime of
15 conviction.

16 14. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Base offense level: 7 U.S.S.G. § 2B1.1(a)
19 Loss of between \$250,000 and +12 U.S.S.G. § 2B1.1(b) (1) (G)
20 \$550,000:
21 10 or more victims: +2 U.S.S.G. § 2B1.1(b) (2) (A) (i)
22 Defendant and the USAO agree not to argue for additional specific
23 offense characteristics, adjustments, and departures under the
24 Sentencing Guidelines.

25 15. Defendant understands that there is no agreement as to
26 defendant's criminal history or criminal history category.

27 16. Defendant and the USAO reserve the right to argue for a
28 sentence outside the sentencing range established by the Sentencing

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 17. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

13 d. The right to be presumed innocent and to have the
14 burden of proof placed on the government to prove defendant guilty
15 beyond a reasonable doubt.

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

24 h. Any and all rights to pursue any affirmative
25 defenses, Fourth Amendment or Fifth Amendment claims, and other
26 pretrial motions that have been filed or could be filed.

27

28

WAIVER OF RETURN OF DIGITAL DATA

18. Understanding that the government has in its possession digital devices and/or digital media seized in connection with this case, defendant waives any right to the return of digital data contained on those digital devices and/or digital media and agrees that if any of these digital devices and/or digital media are returned to defendant, the government may delete all digital data from those digital devices and/or digital media before they are returned to defendant.

WAIVER OF APPEAL OF CONVICTION

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

20. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of **18** and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law,

the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$353,960; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

11 21. The USAO agrees that, provided (a) all portions of the
12 sentence are at or below the statutory maximum specified above and
13 (b) the Court imposes a term of imprisonment within or above the
14 range corresponding to an offense level of **18** and the criminal
15 history category calculated by the Court, the USAO gives up its
16 right to appeal any portion of the sentence.

WAIVER OF COLLATERAL ATTACK

18 22. Defendant also gives up any right to bring a post-
19 conviction collateral attack on the convictions or sentence,
20 including any order of restitution, except a post-conviction
21 collateral attack based on a claim of ineffective assistance of
22 counsel, a claim of newly discovered evidence, or an explicitly
23 retroactive change in the applicable Sentencing Guidelines,
24 sentencing statutes, or statute of conviction. Defendant understands
25 that this waiver includes, but is not limited to, arguments that the
26 statute to which defendant is pleading guilty is unconstitutional,
27 and any and all claims that the statement of facts provided herein
28 is insufficient to support defendant's plea of guilty.

RESULT OF WITHDRAWAL OF GUILTY PLEA

23. Defendant agrees that if, after entering a guilty plea
pursuant to this agreement, defendant seeks to withdraw and succeeds
in withdrawing defendant's guilty plea on any basis other than a
claim and finding that entry into this plea agreement was
involuntary, then (a) the USAO will be relieved of all of its
obligations under this agreement; and (b) should the USAO choose to
pursue any charge that was either dismissed or not filed as a result
of this agreement, then (i) any applicable statute of limitations
will be tolled between the date of defendant's signing of this
agreement and the filing commencing any such action; and
(ii) defendant waives and gives up all defenses based on the statute
of limitations, any claim of pre-indictment delay, or any speedy
trial claim with respect to any such action, except to the extent
that such defenses existed as of the date of defendant's signing
this agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 24. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and the defendant
20 will be released from all their obligations under this agreement.

EFFECTIVE DATE OF AGREEMENT

22 25. This agreement is effective upon signature and execution
23 of all required certifications by defendant, defendant's counsel,
24 and an Assistant United States Attorney.

BREACH OF AGREEMENT

26 26. Defendant agrees that if defendant, at any time after the
27 effective date of this Agreement, knowingly violates or fails to
28 perform any of defendant's obligations under this agreement ("a

1 breach"), the USAO may declare this agreement breached. All of
2 defendant's obligations are material, a single breach of this
3 agreement is sufficient for the USAO to declare a breach, and
4 defendant shall not be deemed to have cured a breach without the
5 express agreement of the USAO in writing. If the USAO declares this
6 agreement breached, and the Court finds such a breach to have
7 occurred, then: (a) if defendant has previously entered a guilty
8 plea pursuant to this agreement, defendant will not be able to
9 withdraw the guilty plea, and (b) the USAO will be relieved of all
10 its obligations under this agreement.

11 27. Following the Court's finding of a knowing breach of this
12 agreement by defendant, should the USAO choose to pursue any charge
13 that was either dismissed or not filed as a result of this
14 agreement, then:

15 a. Defendant agrees that any applicable statute of
16 limitations is tolled between the date of defendant's signing of
17 this agreement and the filing commencing any such action.

18 b. Defendant waives and gives up all defenses based on
19 the statute of limitations, any claim of pre-indictment delay, or
20 any speedy trial claim with respect to any such action, except to
21 the extent that such defenses existed as of the date of defendant's
22 signing this agreement.

23 c. Defendant agrees that: (i) any statements made by
24 defendant, under oath, at the guilty plea hearing (if such a hearing
25 occurred prior to the breach); (ii) the agreed to factual basis
statement in this agreement; and (iii) any evidence derived from
such statements, shall be admissible against defendant in any such
action against defendant, and defendant waives and gives up any

1 claim under the United States Constitution, any statute, Rule 410 of
2 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
3 Criminal Procedure, or any other federal rule, that the statements
4 or any evidence derived from the statements should be suppressed or
5 are inadmissible.

6 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

7 OFFICE NOT PARTIES

8 28. Defendant understands that the Court and the United States
9 Probation and Pretrial Services Office are not parties to this
10 agreement and need not accept any of the USAO's sentencing
11 recommendations or the parties' agreements to facts or sentencing
12 factors.

13 29. Defendant understands that both defendant and the USAO are
14 free to: (a) supplement the facts by supplying relevant information
15 to the United States Probation and Pretrial Services Office and the
16 Court, (b) correct any and all factual misstatements relating to the
17 Court's Sentencing Guidelines calculations and determination of
18 sentence, and (c) argue on appeal and collateral review that the
19 Court's Sentencing Guidelines calculations and the sentence it
20 chooses to impose are not error, although each party agrees to
21 maintain its view that the calculations in paragraph 14 are
22 consistent with the facts of this case. While this paragraph permits
23 both the USAO and defendant to submit full and complete factual
24 information to the United States Probation and Pretrial Services
25 Office and the Court, even if that factual information may be viewed
26 as inconsistent with the facts agreed to in this agreement, this
27 paragraph does not affect defendant's and the USAO's obligations not
28 to contest the facts agreed to in this agreement.

1 30. Defendant understands that even if the Court ignores any
2 sentencing recommendation, finds facts or reaches conclusions
3 different from those agreed to, and/or imposes any sentence up to
4 the maximum established by statute, defendant cannot, for that
5 reason, withdraw defendant's guilty plea, and defendant will remain
6 bound to fulfill all defendant's obligations under this agreement.
7 Defendant understands that no one -- not the prosecutor, defendant's
8 attorney, or the Court -- can make a binding prediction or promise
9 regarding the sentence defendant will receive, except that it will
10 be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

12 31. Defendant understands that, except as set forth herein,
13 there are no promises, understandings, or agreements between the
14 USAO and defendant or defendant's attorney, and that no additional
15 promise, understanding, or agreement may be entered into unless in a
16 writing signed by all parties or on the record in court.

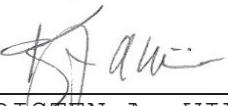
1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 32. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 JOSEPH T. McNALLY
Acting United States Attorney

9 
10 KRISTEN A. WILLIAMS
11 Assistant United States Attorney

2/24/2025

Date

12 _____
13 Tigran Sargsyan
Defendant

Date

14 _____
15 GARO B. GHAZARIAN
Attorney for Defendant
16 Tigran Sargsyan

Date

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6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 JOSEPH T. McNALLY
Acting United States Attorney

10 KRISTEN A. WILLIAMS
11 Assistant United States Attorney

12 Tigran Sargsyan
13 Defendant

14 GARO B. GHAZARIAN
15 Attorney for Defendant
Tigran Sargsyan

Date

02/18/2025

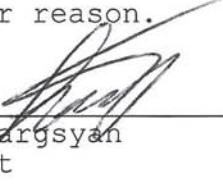
Date

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Date

1 CERTIFICATION OF DEFENDANT

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to
9 or at trial, of the sentencing factors set forth in 18 U.S.C.
10 § 3553(a), of relevant Sentencing Guidelines provisions, and of the
11 consequences of entering into this agreement. No promises,
12 inducements, or representations of any kind have been made to me
13 other than those contained in this agreement. No one has threatened
14 or forced me in any way to enter into this agreement. I am satisfied
15 with the representation of my attorney in this matter, and I am
16 pleading guilty because I am guilty of the charge and wish to take
17 advantage of the promises set forth in this agreement, and not for
18 any other reason.

19 
20 Tigran Sargsyan
Defendant

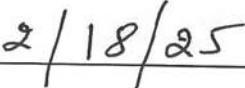
21 02/18/2025
22 Date

1 CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am Tigran Sargsyan's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that
6 might be asserted either prior to or at trial, of the sentencing
7 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
8 Guidelines provisions, and of the consequences of entering into this
9 agreement. To my knowledge: no promises, inducements, or
10 representations of any kind have been made to my client other than
11 those contained in this agreement; no one has threatened or forced
12 my client in any way to enter into this agreement; my client's
13 decision to enter into this agreement is an informed and voluntary
14 one; and the factual basis set forth in this agreement is sufficient
15 to support my client's entry of a guilty plea pursuant to this
16 agreement.

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18 GARO B. GHAZARIAN
19 Attorney for Defendant
20 Tigran Sargsyan

21 _____
22 Date 

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Exhibit A

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8 UNITED STATES DISTRICT COURT

9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

CR No.

11 Plaintiff,

I N F O R M A T I O N

12 v.

[18 U.S.C. § 1349: Conspiracy to
Commit Bank Fraud; 18 U.S.C.
§ 982: Criminal Forfeiture]

13 TIGRAN SARGSYAN,

14 Defendant.

15
16 The Acting United States Attorney charges:

17 [18 U.S.C. § 1349]

18 A. INTRODUCTORY ALLEGATIONS

19 At times relevant to this Information:

20 1. Bank of America was a financial institution that was
21 insured by the Federal Deposit Insurance Company.

22 2. Defendant TIGRAN SARGSYAN was a resident of Woodland Hills,
23 California.

24 B. THE OBJECT OF THE CONSPIRACY

25 3. Beginning no later than in or around July 17, 2020, and
26 continuing until at least in or around March 2021, in Los Angeles and
27 Riverside Counties, within the Central District of California, and
28 elsewhere, defendant SARGSYAN conspired with Robert Aslanyan and

1 others known and unknown to the Acting United States Attorney, to
2 commit bank fraud, in violation of Title 18, United States Code,
3 Section 1344(2).

4 C. MANNER AND MEANS OF THE CONSPIRACY

5 4. The object of the conspiracy was carried out, and was to be
6 carried out, in substance, as follows:

7 a. Defendant SARGSYAN and Aslanyan would acquire debit
8 cards that were issued to identity theft victims, including identity
9 theft victims who did not know defendant SARGSYAN or Aslanyan (the
10 "identity theft victims").

11 b. Defendant SARGSYAN and Aslanyan would assume the
12 identities of the identity theft victims to make fraudulent cash
13 withdrawals (the "fraudulent cash withdrawals") from Automated Teller
14 Machines ("ATMs") in Los Angeles and Riverside Counties, including at
15 ATMs that Bank of America operated.

16 c. In making the fraudulent cash withdrawals, defendant
17 SARGSYAN and Aslanyan would falsely represent to Bank of America that
18 they were the identity theft victims and had authority to withdraw
19 money from Bank of America using the debit cards issued to the
20 identity theft victims.

21 d. The debit cards defendant SARGSYAN and Aslanyan used
22 to make the fraudulent cash withdrawals were linked to Bank of
23 America accounts that were established by California Employment
24 Development Department ("EDD") and were funded with unemployment
25 insurance benefits that had been obtained in the names of the
26 identity theft victims.

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1 e. The coconspirators would call Bank of America and,
2 falsely representing that they were the identity theft victims,
3 activate the cards.

4 D. OVERT ACTS

5 5. In furtherance of the conspiracy, and to accomplish its
6 object, on or about the dates set forth below, defendant SARGSYAN
7 committed the following overt acts, among others, within the Central
8 District of California, and elsewhere:

9 Overt Act No. 1: On July 17, 2020, defendant SARGSYAN, using
10 an EDD debit card ending in 5625, issued in the name of victim S.S.,
11 withdrew \$1,000 from a Bank of America ATM in Beverly Hills,
12 California.

13 Overt Act No. 2: On September 10, 2020, defendant SARGSYAN,
14 using an EDD debit card ending in 2681, issued in the name of victim
15 E.A.M., withdrew \$1,000 from a Bank of America ATM in Rancho Mirage,
16 California.

17 Overt Act No. 3: On September 20, 2020, defendant SARGSYAN,
18 using an EDD debit card ending in 9218, issued in the name of victim
19 J.F., withdrew \$1,000 from a Bank of America ATM in West Hollywood,
20 California.

21 Overt Act No. 4: On November 15, 2020, defendant SARGSYAN,
22 using an EDD debit card ending in 0824, issued in the name of victim
23 B.B., withdrew \$1,000 from a Bank of America ATM in West Hollywood,
24 California.

25 Overt Act No. 5: On November 16, 2020, defendant SARGSYAN,
26 using an EDD debit card ending in 0712, issued in the name of victim
27 L.G., withdrew \$1,000 from a Bank of America ATM in Canoga Park,
28 California.

1 Overt Act No. 6: On November 22, 2020, defendant SARGSYAN,
2 using an EDD debit card ending in 3596, issued in the name of victim
3 M.M., withdrew \$1,000 from a Bank of America ATM in Reseda,
4 California.

5 Overt Act No. 7: On February 22, 2021, defendant SARGSYAN,
6 using an EDD debit card ending in 2675, issued in the name of victim
7 M.Su., withdrew \$1,000 from a Bank of America ATM in Palm Desert,
8 California.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 982]

3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 982(a)(2), in the event of defendant
7 SARGSYAN's conviction of the offense set forth in the sole count of
8 this Information.

9 2. Defendant SARGSYAN, if so convicted, shall forfeit to the
10 United States of America the following:

11 (a) All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 obtained, directly or indirectly, as a result of the offense; and

14 (b) To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p),
18 as incorporated by Title 18, United States Code, Section 982(b),
19 defendant SARGSYAN, if so convicted, shall forfeit substitute
20 property, up to the total value of the property described in the
21 preceding paragraph if, as the result of any act or omission of
22 defendant, the property described in the preceding paragraph, or any
23 portion thereof: (a) cannot be located upon the exercise of due
24 diligence; (b) has been transferred, sold to or deposited with a
25 third party; (c) has been placed beyond the jurisdiction of the

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1 court; (d) has been substantially diminished in value; or (e) has
2 been commingled with other property that cannot be divided without
3 difficulty.

4 JOSEPH T. MCNALLY
5 Acting United States Attorney

6

7 LINDSEY GREER DOTSON
8 Assistant United States Attorney
Chief, Criminal Division

9 KRISTEN A. WILLIAMS
10 Assistant United States Attorney
Chief, Major Frauds Section

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CERTIFICATE OF SERVICE

I, Lorinda A. Cantu, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

PLEA AGREEMENT FOR DEFENDANT TIGRAN SARGSYAN

- Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

Garo B. Ghazarian
Law Office of Garo B. Ghazarian
15915 Ventura Blvd., Suite 203
Encino, CA 91436

- By hand delivery, addressed as follows:

By facsimile, as follows:

Via email, as follows:

By Federal Express, as follows:

This Certificate is executed on **March 3, 2025**, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

Lorinda A. Cantu

Lorinda A. Cantu
Legal Assistant